

**BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF:

**Approving an interlocal agreement between Lewis
County and Winlock School District regarding work by
Lewis County crews and authorizing signatures thereon**

RESOLUTION NO. 14- 212

WHEREAS, RCW 39.34.080 authorizes public agencies to perform governmental activities for other public agencies, provided the governing body of each party authorizes the contract; and

WHEREAS, the Winlock School District has a need to improve school district property, but lacks the manpower and equipment to complete the work and has asked to enter into an interlocal agreement for Lewis County to perform the work; and

WHEREAS, the Public Works Director/County Engineer has reviewed an interlocal agreement between Lewis County and Winlock School District regarding crack sealing, chipsealing, and hot mix asphalt work on school district facilities, at an estimated cost of \$24,153.46, which includes labor, materials and equipment, plus an administrative fee of \$1,207.67, making the total \$25,361.13; and

WHEREAS, the Public Works Director recommends that the Board of County Commissioners approve the interlocal agreement between Lewis County and Winlock School District regarding maintenance work to be performed by county crews.

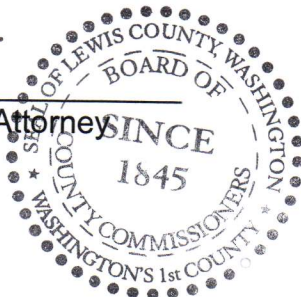
NOW, THEREFORE BE IT RESOLVED, that the Board of County Commissioners has determined proceeding with the interlocal agreement between Lewis County and Winlock School District is in the best public interest and is hereby approved, and the Board of County Commissioners is authorized to sign the same.

DONE IN OPEN SESSION this 14th day of July 2014.

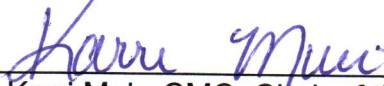
APPROVED AS TO FORM:

Jonathan L. Meyer, Prosecuting Attorney

By: Deputy Prosecuting Attorney

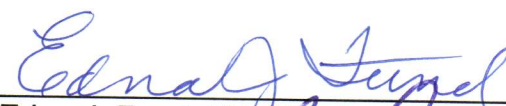


ATTEST:

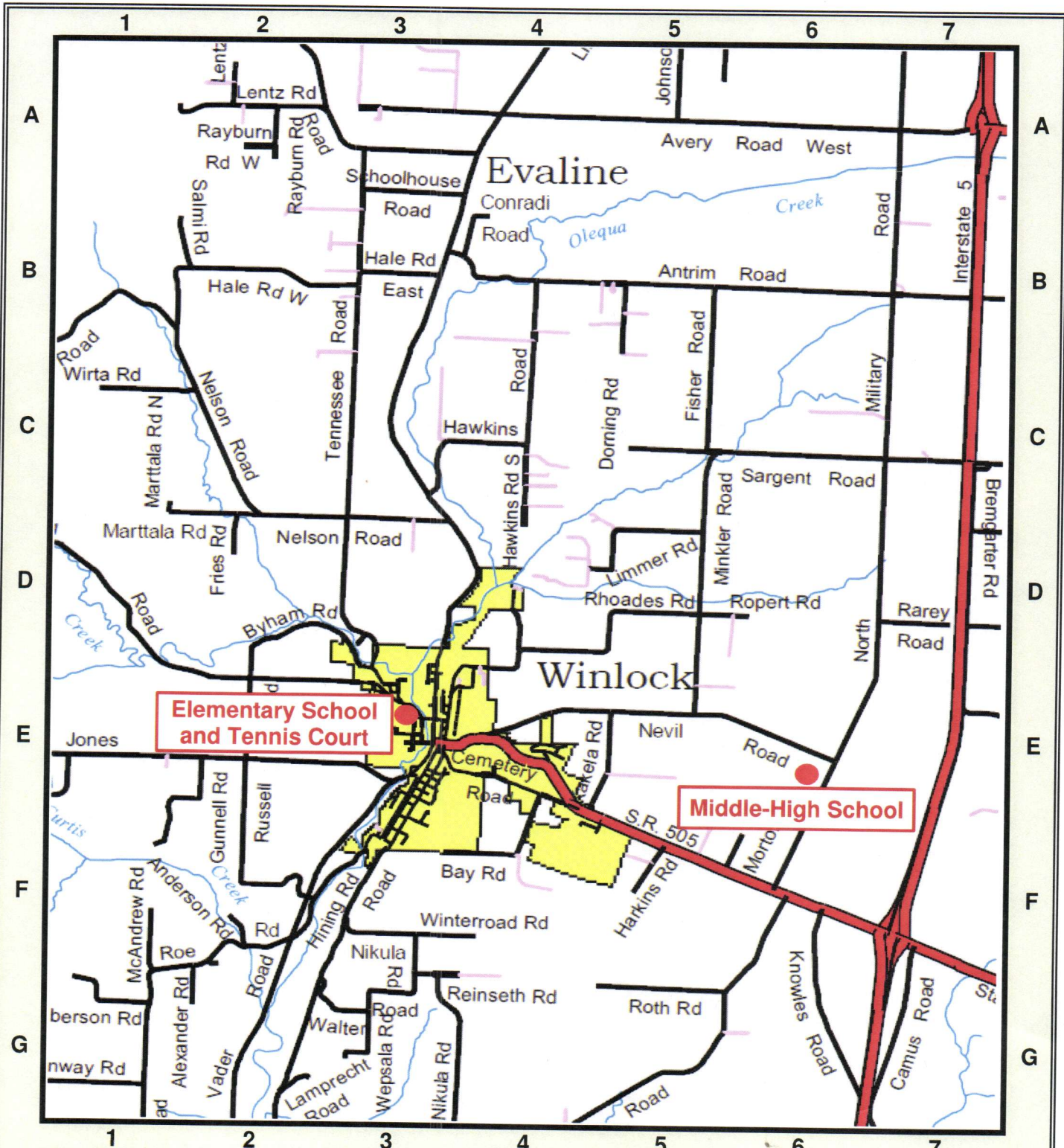

Karri Muir, CMC, Clerk of the Board

**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**


F. Lee Grose, Chair


Edna J. Fund, Vice Chair


P.W. Schulte, Member



Vicinity Map
Winlock School District
Interlocal Agreement

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this 12 day of July, 2014, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the Winlock School District, a municipal corporation hereinafter referred to as the "Municipality",

WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. The Municipality requests that the County perform the work listed below at a time and in a manner convenient to the County and hereby guarantees reimbursement to the County for all work done. The County will contract all necessary labor, material, and equipment incidental to complete crack sealing, chipsealing, and hot mix asphalt work on school district facilities, per the attached Estimate for Reimbursable Work.
2. The Municipality hereby agrees to reimburse the Public Works Department of the County for all work done, based upon the actual cost of labor, equipment rental, and materials used, and upon administrative services associated with the maintenance work involved.
3. The Municipality certifies and warrants that it has the legal authority to accomplish this work with its own forces at the location herein specified, but in fact has insufficient manpower/equipment to accomplish this work.
4. It is understood and agreed that all reimbursable work as provided for hereto shall be accomplished only and if such work does not interrupt or interfere with the County Road Division's regular schedule, and should such reimbursable work not be accomplished prior to December 31, 2014, any and all obligation to provide same shall terminate.
5. It is understood and agreed between the parties hereto that the Municipality agrees to protect, defend, indemnify and hold harmless the County, its commissioners, agents, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by the County, except insofar as any obligation or responsibility is imposed upon the County by statute.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

APPROVED AS TO FORM:

Jonathan L. Meyer, Prosecuting Attorney



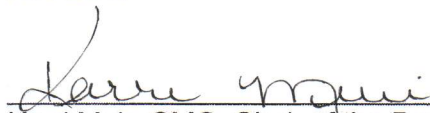
By: Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

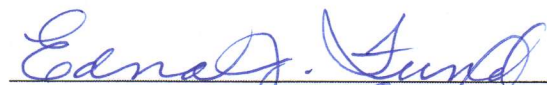


F. Lee Grose, Chair

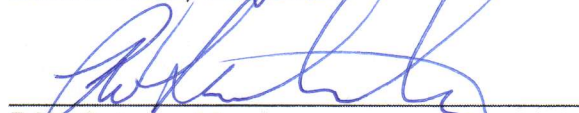
ATTEST:



Karri Muir, CMC, Clerk of the Board



Edna J. Fund, Vice Chair



P.W. Schulte, Member

WINLOCK SCHOOL DISTRICT

By: Shannon Criss

Title: Superintendent

**REQUEST FOR ESTIMATE FOR REIMBURSABLE WORK
BY THE LEWIS COUNTY PUBLIC WORKS DEPARTMENT**

The undersigned hereby request the Public Works Department to provide a preliminary estimate for cost of work stated herein.

Type of work requested: Crack sealing and chipsealing of the Grade School bus route. Crack sealing, hot mix asphalt, and chipsealing of the tennis court. Crack sealing and chipsealing of the Middle-High School bus route. Crack sealing of the High School parking lot.

It is understood that the total cost given is for estimation purposes only and that the project total cost will be based upon the actual cost of labor, equipment rental and materials used in the work involved. A 5% administrative fee will be included with a minimum of \$100.00 per agreement.

It is understood that such work shall be accomplished in such a manner as not to interrupt or interfere with the Lewis County Public Works Department's regular schedule; and insofar as the undersigned's interests may appear, will hold Lewis County, its employees or agents, harmless from such claims, losses, demands or actions, which may arise for any reason as a result of the performance of the agreement.

It is understood that the requesting agency has total responsibility for determining whether or not it has the legal authority to accomplish this work with its own forces but in fact has insufficient manpower/ equipment to accomplish this work and is willing to certify and warrant same.

It is understood that the requesting agency has total responsibility for having in its name all necessary easement rights or the like prior to construction and/or maintenance by the County where such work will occur off County property.

Date: _____

Agency: Winlock School District

Signature: Sharon Criss

Title: Superintendent

SUPERVISOR / SENIOR ENGINEER ESTIMATE

I have this date met with a representative of (agency or county department) and upon inspection of the work to be requested for such agency or other county department, it is my recommendation in this regard:

I do herewith recommend the request for such work be: Accepted ☒ Denied ☐

Date: 6/30/14

By: Kent H. Kr
Area Supervisor or Senior Engineer

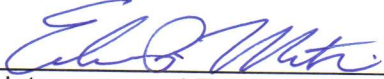
1. If accepted and approved by the County Engineer, I submit my preliminary estimate cost of \$24,153.46 plus administrative costs of \$1,207.67 for a total cost of \$25,361.13 to complete the project requested.
2. If denied, I herewith state my reason for such denial:

MAINTENANCE / ENGINEER APPROVAL OF ESTIMATE

Type of Work: ☒ Maintenance ☐ Construction

Cost Estimate of work as requested is reasonable and required resources are available: ☒ Yes ☐ No

Date: 6/27/14

By: 
Maintenance and Traffic Engineer
or Assistant County Engineer

REIMBURSABLE WORK APPROVAL

Approval subject to ratification by the Board of County Commissioners.

Date: 6/30/14

By: 
County Engineer



Lewis County Department of Public Works

Timothy R. Elsea, PE, Director / County Engineer

Estimate for Reimbursable Work

Date: June 17, 2014

To: Winlock School District

From: Kevin Korpi, Road Maintenance Lead Supervisor

Subject: Cost estimate for reimbursable work for the Winlock School District

Grade School Bus Route:

The following is an estimate to crack seal along the Grade School bus route. This includes the removal of curbs, crack sealing the heavy alligator areas, and chip seal entire bus route area with a double shot of chip seal for wheel ruts.

Crackseal:

Labor

- (3) RMT III – 2 Hours at \$35.00/per hour = \$210.00

Equipment

- (1) Crack Seal Router - 1 Hour at \$60.00/per hour = \$60.00
- (1) Crack Seal Applicator – 1 Hour at \$21.00/per hour = \$21.00
- (2) Pickups – 1 Hour at \$14.00/per hour = \$28.00

Materials

- Crack Seal – 100 Pounds at \$.75/per pound = \$75.00

Chip Seal:

Material, Labor and Equipment:

- 20' x 950' of chip seal at \$2.50 sq. yard
w/CRS2P, 3/8 - #10 Rock = \$5,277.78

Administrative Fee:

5% of \$5,671.78=

\$283.59

Total \$5,955.37

Tennis Court:

The following is an estimate to crack seal, hot mix, and chip seal the tennis court area.

Crackseal:**Labor**

- (3) RMT III - 4 Hours at \$35.00/per hour = \$420.00

Equipment

- (1) Crack Seal Router - 3 Hours at \$60.00/per hour = \$180.00
- (1) Crack Seal Applicator - 3 Hours at \$21.00/per hour = \$63.00
- (2) Pickups - 3 Hours at \$14.00/per hour = \$84.00

Materials

- Crack Seal - 500 Pounds at \$.75/per pound = \$375.00

HMA:**Materials**

- Hot Mix - ½ Ton at \$100.00/per Ton = \$50.00

Chip Seal:**Material, Labor and Equipment:**

- 120' x 110' of chip seal at \$2.50 sq. yard
w/CRS2P, 3/8 - #10 Rock = \$3,666.68

Administrative Fee:

5% of \$4,838.68=

\$241.93

Total **\$5080.61**

Middle-High School Bus Route:

The following is an estimate to crack seal along the Middle-High School bus route including chip seal for the entire bus route with a double shot of chip seal for heavy alligator areas.

Crackseal:

Labor

- (3) RMT III - 2 Hours at \$35.00/per hour = \$210.00

Equipment

- (1) Crack Seal Router - 2 Hours at \$60.00/per hour = \$120.00
- (1) Crack Seal Applicator - 2 Hours at \$21.00/per hour = \$42.00
- (2) Pickups - 2 Hours at \$14.00/per hour = \$56.00

Materials

- Crack Seal - 400 Pounds at \$.75/per pound = \$300.00

Chip Seal:

Material, Labor and Equipment:

- 3,356 Square yards of chip seal at \$2.50 sq. yard
w/CRS2P, 3/8 - #10 Rock = \$8,400.00

Administrative Fee:

5% of \$9,128.00=

\$456.40

Total \$9,584.40

High School Parking Lot:

The following is an estimate to crack seal the entire high school parking lot.

Crackseal:

Labor

- (3) RMT III - 16 Hours at \$35.00/per hour = \$1,680.00

Equipment

- (1) Crack Seal Router - 15 Hours at \$60.00/per hour = \$900.00
- (1) Crack Seal Applicator - 15 Hours at \$21.00/per hour = \$315.00
- (2) Pickups - 15 Hours at \$14.00/per hour = \$420.00

Materials

- Crack Seal - 1600 Pounds at \$.75/per pound = \$1,200.00

Administrative Fee

- 5% of \$4,515.00= \$225.75

Total \$4,740.75

Executive Summary

BOCC Meeting Date:

2014-07-14

Contact:

Tim Elsea

Department:

Public Works

Wording

Approving an interlocal agreement between Lewis County and Winlock School District regarding work by Lewis County crews and authorizing signatures thereon.

Description

Pursuant to authority of RCW 39.34.080 and in conformance with RCW 43.09.210, this resolution will allow the BOCC to sign and ratify an interlocal agreement that allows Lewis County crews to perform work for Winlock School District.

Winlock School District has requested that Lewis County crews complete crack sealing, chipsealing, and hot mix asphalt work on school district facilities consisting of: the grade school bus route, tennis court, middle-high school bus route, and high school parking lot, at an estimated cost of \$24,153.46, which includes labor, materials and equipment, plus an administrative fee of \$1,207.67, making the total \$25,361.13.

Winlock School District lacks the workforce and equipment necessary to complete this work and has requested that Lewis County add this work to our 2014 Maintenance Chipseal Program. The county can perform the work and it can be completed in conjunction with our 2014 Maintenance Chipseal Program, without interfering with the county's program.

Recommendation

Approve resolution to authorize the BOCC to sign and ratify the agreement.

Other

BOCC AGENDA ITEM SUMMARY

Resolution #: 14-212

BOCC Meeting Date: Jul 14, 2014

Suggested Wording for Agenda Item:

Agenda Type: Consent

Approving an interlocal agreement between Lewis County and Winlock School District regarding work by Lewis County crews and authorizing signatures thereon.

Brief Reason for BOCC Action:

This resolution will authorize the Board of County Commissioners (BOCC) to sign and ratify an interlocal agreement between Lewis County and the Winlock School District.

Submitted By: Kroll, Mike

Phone: 2697

Date Submitted: Jun 30, 2014

Contact Person Who Will Attend BOCC Meeting: Tim Elsea

Action Needed: Approve Resolution

Publication Requirements:

Hearing Date:

Publications:

Publication Dates:

Approvals:

User	Group	Status
Elsea, Tim		Pending
	BOCC	Pending
	Prosecutor	Pending
	Budget	Pending

Cover Letter To

Superintendent: Shannon Criss
Winlock School District
311 NW Fir Street
Winlock, WA 98596

(copy of signed agreement)

Additional Copies

Kevin Korpi, Road Maintenance
Lisa Delio, Road Maintenance

Michael Kroll, PW
Kim Amrine, PW